

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20006-2973

(202) 393-2266

FAX (202) 393-2156

OF COUNSEL
URBAN A. LESTER

June 28, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of each of the following secondary documents: Equipment Lease Supplement (1996-1) No. 2, dated June 28, 1996, Trust Indenture and Security Agreement Supplement (1996-1) No. 2, dated June 28, 1996 and Bill of Sale, dated as of June 28, 1996.

The enclosed document relates to the Equipment Lease previously filed with the Board under Recordation Number 19997.

The names and addresses of the parties to the enclosed documents are:

Equipment Lease Supplement (1996-1) No. 2

Lessor: First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Lessee: FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

RECEIVED
SURFACE TRANSPORTATION BOARD
JUN 28 1996

19997-E, F, G

JUN 28 1996

County of Salt Lake

Mr. Vernon A. Williams
June 28, 1996
Page 2 .

Trust Indenture and Security Agreement Supplement (1996-1) No. 2

Owner Trustee : First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

Indenture Trustee : Harris Trust and Savings Bank
311 West Monroe Street, 12th Floor
Chicago, Illinois 60603

Bill of Sale

Seller : FMC Corporation
200 East Randolph Drive
Chicago, Illinois 60601

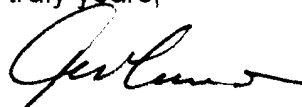
Buyer : First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20427-0001

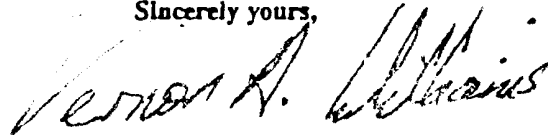
6/28/96

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/28/96 at 10:15AM, and assigned recordation number(s). 19997-E, 19997-F and 19997-G.

Sincerely yours,



Vernon A. Williams
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19997-E

EQUIPMENT LEASE SUPPLEMENT (1996-1) NO. 2

EQUIPMENT LEASE SUPPLEMENT (1996-1) NO. 2, dated June 28, 1996 (this "Supplement"), between FMC CORPORATION, a Delaware corporation (the "Lessee"), and FIRST SECURITY BANK ~~OF ILLINOIS~~, NATIONAL ASSOCIATION, not in its individual capacity but solely as Owner Trustee ("Lessor"), under a Trust Agreement dated as of September 15, 1995, with the Owner Participant named therein.

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee heretofore have entered into that certain Equipment Lease (1996-1) dated as of March 15, 1996 (herein, together with any amendments and supplements heretofore made thereto, the "Lease"); and

WHEREAS, the Lease provides for the execution and delivery on each Closing Date (such term and other defined terms in the Lease being herein used with the same meanings and the rules of interpretation applicable to the Lease being applicable thereto) of a Supplement thereto substantially in the form hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Lessor and the Lessee agree as follows:

1.01 Acceptance and Lease. The Lessee hereby acknowledges and confirms that on the date hereof the Items of Equipment described in Schedule I hereto have been unconditionally accepted by the Lessee from the Lessor and are now leased under the Lease and have been marked in accordance with Section 4 of the Lease. The Items of Equipment being accepted hereby are located in various jurisdictions, but none of the Items of Equipment being accepted hereby are being accepted in Chicago, Illinois.

1.02 Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount. Attached as Schedules D, E, F and G to the Lease are the Basic Rent, Stipulated Loss Values, Termination Values and EBO Amount and EBO Dates, respectively, for the Items of Equipment covered by this Supplement.

1.03 Term. The Interim Term with respect to the Items of Equipment shall begin on the date of delivery and acceptance hereunder and, subject to the terms of Sections 9 and 12 of the Lease, shall terminate at 11:59:59 p.m. on December 31, 1996. The Basic Lease Term with respect to the Items of Equipment, subject to the provisions of Section 7 of the Lease, shall commence immediately upon the expiration of the Interim Term and shall terminate on January 1, 2018.

1.04 Miscellaneous. Any and all notices, requests,

certificates and other instruments executed and delivered after the execution and delivery of this Supplement may refer to the Lease without making specific reference hereto, but nevertheless all such references shall be deemed to include this Supplement unless the context thereof shall otherwise require.

1.05 Law Governing. THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

1.06 Limitations of Liability. It is expressly understood and agreed that this Supplement and each other Operative Agreement is executed by the Trust Company, not in its individual capacity or personally but solely as Owner Trustee under the Trust Agreement in the exercise of the power and authority conferred and vested in it as such Owner Trustee, that (except as otherwise expressly provided herein or therein) each and all of the representations, undertakings and agreements herein and therein made on the part of the Lessor are each and every one of them made and intended not as personal representations, undertakings and agreements by the Trust Company or the Owner Participant, or for the purpose or with the intention of binding the Trust Company or the Owner Participant in its individual capacity or personally, but are made and intended for the purpose of binding only the Trust Estate as defined in the Trust Agreement, that this Supplement is executed and delivered by the Owner Trustee solely in the exercise of the powers expressly conferred upon the Owner Trustee under the Trust Agreement, that actions to be taken by the Lessor pursuant to its obligations hereunder and thereunder may, in certain instances, be taken by the Lessor only upon specific authority of the Owner Participant, that nothing herein contained shall be construed as creating any liability on the Trust Company or the Owner Participant, in its individual capacity or personally, or any incorporator or any past, present or future subscriber to the capital stock of, or stockholder, employee, officer or director of, the Trust Company or the Owner Participant, to perform any covenant either express or implied contained herein or therein, all such liability, if any, being expressly waived by the Lessee and by any Person claiming by, through or under the Lessee, provided, however, that nothing contained in this Section 1.06 shall be construed to limit the liability of the Lessor in its individual capacity for any breach of any representations or warranties of the Lessor in its individual capacity set forth herein or to limit the liability of the Lessor for gross negligence or willful misconduct or for the representations made in its individual capacity or with respect to the handling of funds, for liability with respect to the failure to exercise ordinary care. Any obligation of the Lessor hereunder may be performed by the Owner Participant, and any such performance shall not be construed as revocation of the trust created by the Trust Agreement. Nothing contained in this Supplement shall restrict the operation of the provisions of the Trust Agreement with respect to its revocation or the resignation or removal of the Owner Trustee thereunder.

This Supplement shall be construed in connection with and as a part of the Lease, and all terms, conditions and covenants contained therein, as herein modified, shall be and remain in full force and effect.

This Supplement may be executed in several counterparts, such counterparts together constituting but one and the same agreement. To the extent, if any, that this Lease Supplement constitutes chattel paper (as defined in the Uniform Commercial Code as in effect in any applicable jurisdiction), no security interest may be created through the transfer of any counterpart other than the "original" counterpart which is deemed to be the counterpart containing the receipt therefor executed by Harris Trust and Savings Bank on the signature page thereof.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: *D. N. Schuchardt*

Name: D. N. Schuchardt

Title: Assistant Treasurer

ATTEST:

By: *C. M. Smith*

Name: C. M. Smith

Title: Assistant Secretary

LESSOR:

FIRST SECURITY BANK ~~OF THE~~,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as
Owner Trustee

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, each of the parties hereto, pursuant to due corporate authority, has caused this instrument to be duly executed in its corporate name by its officers thereunto duly authorized, all as of the date first above written.

LESSEE:

FMC CORPORATION

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

LESSOR:

FIRST SECURITY BANK ~~OF THE STATE OF TEXAS~~,
NATIONAL ASSOCIATION, not in its
individual capacity, but solely as
Owner Trustee

By: Val T. Orton
Name: Val T. Orton
Title: Vice President

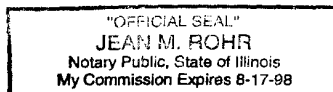
ATTEST:

By: Carl J. Mathis
Name: Carl J. Mathis
Title: Trust Administrator

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 25 of June, 1996, before me personally appeared D. N. Schuchardt and C. M. Smith, to me personally known, who being by me duly sworn, say that they are Assistant Treasurer and Senior Counsel/Asst. Secretary respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



Jean M. Rohr
Notary Public

My commission expires: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of June, 1996, before me personally appeared _____, and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively, of FIRST SECURITY BANK OF ILLINOIS, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: _____

Notary Public

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ of June, 1996, before me personally appeared _____ and _____, to me personally known, who being by me duly sworn, say that they are _____ and _____, respectively of FMC CORPORATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

[NOTARIAL SEAL]

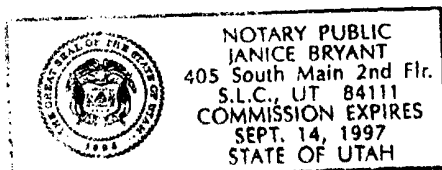
My commission expires: _____

STATE OF UTAH)
) SS
COUNTY OF SALT LAKE)

On this 25th day of June, 1996, before me personally appeared Val T. Orton, and Carl J. Mathis, to me personally known, who being by me duly sworn, say that they are Vice President and Trust Administrator, respectively, of FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, that said instrument was signed and sealed on behalf of said corporation on such day by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

My commission expires: _____



Janice Bryant
Notary Public

Schedule I
(to Equipment Lease Supplement)

Description of Items of Equipment

FMLX051451	FMLX051491	FMLX051531	FMLX051571	FMLX051611
FMLX051452	FMLX051492	FMLX051532	FMLX051572	FMLX051612
FMLX051453	FMLX051493	FMLX051533	FMLX051573	FMLX051613
FMLX051454	FMLX051494	FMLX051534	FMLX051574	FMLX051614
FMLX051455	FMLX051495	FMLX051535	FMLX051575	FMLX051615
FMLX051456	FMLX051496	FMLX051536	FMLX051576	FMLX051616
FMLX051457	FMLX051497	FMLX051537	FMLX051577	FMLX051617
FMLX051458	FMLX051498	FMLX051538	FMLX051578	FMLX051618
FMLX051459	FMLX051499	FMLX051539	FMLX051579	FMLX051619
FMLX051460	FMLX051500	FMLX051540	FMLX051580	FMLX051620
FMLX051461	FMLX051501	FMLX051541	FMLX051581	FMLX051621
FMLX051462	FMLX051502	FMLX051542	FMLX051582	FMLX051622
FMLX051463	FMLX051503	FMLX051543	FMLX051583	FMLX051623
FMLX051464	FMLX051504	FMLX051544	FMLX051584	FMLX051624
FMLX051465	FMLX051505	FMLX051545	FMLX051585	FMLX051625
FMLX051466	FMLX051506	FMLX051546	FMLX051586	FMLX051626
FMLX051467	FMLX051507	FMLX051547	FMLX051587	FMLX051627
FMLX051468	FMLX051508	FMLX051548	FMLX051588	FMLX051628
FMLX051469	FMLX051509	FMLX051549	FMLX051589	FMLX051629
FMLX051470	FMLX051510	FMLX051550	FMLX051590	FMLX051630
FMLX051471	FMLX051511	FMLX051551	FMLX051591	FMLX051631
FMLX051472	FMLX051512	FMLX051552	FMLX051592	FMLX051632
FMLX051473	FMLX051513	FMLX051553	FMLX051593	FMLX051633
FMLX051474	FMLX051514	FMLX051554	FMLX051594	FMLX051634
FMLX051475	FMLX051515	FMLX051555	FMLX051595	FMLX051635
FMLX051476	FMLX051516	FMLX051556	FMLX051596	FMLX051636
FMLX051477	FMLX051517	FMLX051557	FMLX051597	FMLX051637
FMLX051478	FMLX051518	FMLX051558	FMLX051598	FMLX051638
FMLX051479	FMLX051519	FMLX051559	FMLX051599	FMLX051639
FMLX051480	FMLX051520	FMLX051560	FMLX051600	FMLX051640
FMLX051481	FMLX051521	FMLX051561	FMLX051601	FMLX051641
FMLX051482	FMLX051522	FMLX051562	FMLX051602	FMLX051642
FMLX051483	FMLX051523	FMLX051563	FMLX051603	FMLX051643
FMLX051484	FMLX051524	FMLX051564	FMLX051604	FMLX051644
FMLX051485	FMLX051525	FMLX051565	FMLX051605	FMLX051645
FMLX051486	FMLX051526	FMLX051566	FMLX051606	FMLX051646
FMLX051487	FMLX051527	FMLX051567	FMLX051607	FMLX051647
FMLX051488	FMLX051528	FMLX051568	FMLX051608	FMLX051648
FMLX051489	FMLX051529	FMLX051569	FMLX051609	FMLX051649
FMLX051490	FMLX051530	FMLX051570	FMLX051610	FMLX051650

FMLX051651	FMLX051671	FMLX051691
FMLX051652	FMLX051672	FMLX051692
FMLX051653	FMLX051673	FMLX051693
FMLX051654	FMLX051674	FMLX051694
FMLX051655	FMLX051675	FMLX051695
FMLX051656	FMLX051676	FMLX051696
FMLX051657	FMLX051677	FMLX051697
FMLX051658	FMLX051678	FMLX051698
FMLX051659	FMLX051679	FMLX051699
FMLX051660	FMLX051680	FMLX051700
FMLX051661	FMLX051681	FMLX051701
FMLX051662	FMLX051682	FMLX051702
FMLX051663	FMLX051683	FMLX051703
FMLX051664	FMLX051684	FMLX051704
FMLX051665	FMLX051685	FMLX051705
FMLX051666	FMLX051686	
FMLX051667	FMLX051687	
FMLX051668	FMLX051688	
FMLX051669	FMLX051689	
FMLX051670	FMLX051690	